

**CONSULTING AGREEMENT
BETWEEN
LAKE COUNTY, FLORIDA AND
MICHAEL FRY**

THIS AGREEMENT is by and between Lake County, Florida, a political subdivision of the State of Florida, whose address for purposes of this Agreement is 315 West Main Street, P.O. Box 7800, Tavares, Florida 32778-7800, hereinafter referred to as "Lake County," and Michael Fry, whose address for purposes of this Agreement is 3312 46th Ave. S., Minneapolis, Minnesota 55406, hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, Lake County owns an Animal Shelter located at 28123 County Road 561, Tavares, Florida 32778, hereinafter referred to as "Animal Shelter;" and

WHEREAS, Lake County and the Lake County Sheriff are negotiating and are in the process of transitioning operations of the Animal Shelter from the Sheriff to Lake County; and

WHEREAS, Lake County desires to make operational and infrastructure improvements to its Animal Shelter; and

WHEREAS, Consultant has a background in Animal Shelter Management and is qualified, willing and able to provide consulting services to Lake County.

NOW, THEREFORE, in consideration of the promises, mutual covenants, payments, and conditions contained herein, the parties hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.
2. **DESCRIPTION OF SERVICES.** Pursuant to the terms and conditions set forth in this Agreement and beginning on the date the last party hereto executes this Agreement, hereinafter the "Effective Date," Lake County engages the Consultant to provide the following services, hereinafter collectively, the "Services":

- * Review Animal Shelter staff job descriptions, including the shelter manager, and recommend revisions to Lake County, if needed;
- * Site visits, inspections and assessments of the Animal Shelter;
- * Review existing facility and future expansion plans, and provide recommendations based on facility needs and future goals;
- * Prepare and deliver to Lake County a written report assessing the Animal Shelter and providing recommendations for operational and infrastructure improvements within 10 days of the Consultant's assessment of the Animal Shelter, unless otherwise agreed to by the Lake County Manager;

- * Aid in Animal Shelter staff recruitment and selection, including providing recommendations for an interim shelter manager and a permanent shelter manager;
- * Conduct training relating to No Kill programs and methods of implementation specific to the Animal Shelter;
- * Review existing Animal Shelter operating procedures and processes and recommend any necessary revisions to implement No Kill Programs, including, but not limited to, behavior/temperament assessment procedures, redemption, pet retention, rescue group coordination and rehabilitation programs;
- * Conduct a workshop for Lake County at no additional charge to the monthly fee referenced below. Proposed workshop will be held on a date to be determined by Lake County;
- * Recommend a reasonable timeline for implementation of all recommendations; and
- * Provide ongoing advice to Lake County during the planned Animal Shelter transition, as needed by Lake County;
- * Provide baseline calculation of monthly Live Release Rate for FY 2016 and current year to date using income and outcome classifications used in the Animal Services software.

3. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by Consultant shall be determined by Consultant. Lake County will rely on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this Agreement. It is understood that the above described Services may be modified or changed by either party, but to be effective any modification or amendment must be in writing, executed by the Consultant and Lake County.

4. PAYMENT. Lake County will pay a fee to Consultant for the Services in the amount of \$2,000.00 per month. This fee shall be payable monthly, no later than the first day of the month following the period during which the Services were performed; provided, however, that the first payment shall be made within fourteen (14) calendar days of the date this Agreement is fully executed. Consultant shall submit monthly reports no later than the 10th day of each month to document the Services performed for the prior month. The reports shall itemize the Services performed that month and the total hours performed for each Service. Failure to submit reports in the prescribed manner may be considered a default of this Agreement.

5. EXPENSE REIMBURSEMENT. Consultant shall be entitled to reimbursement from Lake County for all "out-of-pocket" expenses not to exceed \$3,000.00 for the term of this Agreement. Consultant shall provide prior notice to Lake County of all flight and travel arrangements and such arrangements must be reasonable and be pre-approved by the Lake County Manager prior to incurring the travel expense. Travel and per diem expenses shall be billed in accordance with the rates established in Section 112.061, Florida Statutes, and Lake County Procedure LC-22, where applicable. A copy of LC-22 shall be provided to Consultant upon request.

6. TERM/TERMINATION. This Agreement shall be effective for a period of six (6) months; provided, however, that either party may terminate this Agreement with or without cause upon fifteen (15) days' written notice to the other party. If a party terminates this

Agreement prior to the end of a month, the terminating party shall pay (or reimburse as applicable) to the non-terminating party a pro-rated amount for the portion of the month in which this Agreement was still in effect. If Lake County terminates this Agreement early, Consultant shall provide a final report of Service time within 10 days of the termination date.

7. RELATIONSHIP OF PARTIES. It is understood by the parties that Consultant, and his employees, if any, is/are an independent contractor(s) with respect to Lake County, and not an employee, agent, joint venture or partner of Lake County. Lake County will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant. Consultant agrees that he shall not make any public statements nor present himself in any manner which gives the appearance that Consultant is speaking for, or representing Lake County in an official capacity.

8. DISCLOSURE. Consultant is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of Lake County. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to:

- RescueSuite Shelter Management Software. Consultant hereby declares a conflict of interest as it relates to the Lake County's selection of a shelter management system.

Consultant shall be prohibited from selling any of Consultant's products to Lake County, unless such products are selected through a sealed competitive bid process, and Consultant is deemed to be the lowest priced product and the most responsive and responsible bidder.

9. EMPLOYEES. Consultant has represented to Lake County that the services to be provided under this Agreement will be performed by Michael Fry and Lake County has relied on this representation as an inducement to entering into this Agreement. Consultant's employees and agents, if any, who perform services for Lake County under this Agreement shall also be bound by the provisions of this Agreement. Any employees or agents of the Consultant shall be considered at all times Consultant's employees and not as employees or agents of Lake County.

10. INSURANCE. Within five (5) days of the effective date of this Agreement, Consultant shall provide Lake County with an original certificate of insurance, indicating that Consultant has coverage in accordance with the requirements of this paragraph. Consultant shall provide and maintain at all times during the term of this Agreement and any renewals thereof, without cost or expense to Lake County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to Lake County, insuring Consultant against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the Consultant under the terms and provisions of this Agreement.

Such policies of insurance, and confirming certificates of insurance, shall insure the Consultant in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or

equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000/\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$500,000
Or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, Consultant must provide a notarized statement that if an employee of the Consultant is injured; he will not hold Lake County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to Lake County of any change, cancellation, or nonrenewal of the provided insurance. It is the Consultant's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for Consultant to certify compliance, on the certificate of insurance, with all of the above requirements, then Consultant is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of Lake County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by Lake County.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by Lake County. At the option of Lake County, the insurer shall reduce or eliminate such self-insured retentions, or Consultant be required to procure a bond guaranteeing payment of losses and related claims expenses.

Lake County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of Consultant providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

Neither approval by Lake County of any insurance supplied by Consultant, nor a failure to disapprove that insurance, shall relieve the Consultant of full responsibility for liability, damages, and accidents as set forth herein.

11. INDEMNIFICATION. Consultant shall indemnify and hold Lake County harmless for any damages resulting from failure of Consultant to take out and maintain the above insurance. Consultant agrees to indemnify and hold harmless Lake County and its employees, officers and commissioners from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against Lake County that result from the acts, errors or omissions of Consultant, Consultant's employees, if any, and Consultant's agents.

Lake County agrees, to the extent permitted by Section 768.28, Florida Statutes, to indemnify and hold harmless Consultant from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Consultant that result from the acts or omissions of Lake County, Lake County's employees, if any, and Lake County's agents. Nothing herein shall be construed as a waiver of Lake County's sovereign immunity.

12. INTELLECTUAL PROPERTY. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

a. Candidate and shelter assessment tools

13. OWNERSHIP OF SOCIAL MEDIA CONTACTS. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to email addresses, blogs, Twitter, Facebook, Youtube, or other social media networks) used on behalf of Lake County are the property of Lake County. Prior to posting, emailing, blogging, calling, tweeting or any other form of communication to others, including media contacts, by Consultant concerning the Services provided under this Agreement, Lake County Animal Shelter, Lake County employees and commissioners and/or any other matter concerning Lake County, during the term of this Agreement, shall be pre-approved in writing by the Lake County Manager or designee.

14. CONFIDENTIALITY. Lake County recognizes that Consultant has and will have potentially proprietary information (collectively, "Information") which are valuable, special and unique assets of Lake County, Florida and need to be protected from improper disclosure. Lake County agrees to mark this information as Confidential. In consideration for the disclosure of the Information, Consultant agrees that Consultant will not at any time or in any manner, either directly or indirectly, use any Information for Consultant's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of Lake County. Consultant will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

15. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

16. PUBLIC RECORDS. Pursuant to Section 119.0701, Florida Statutes, if the Consultant is deemed to be a "contractor" under this section, the Consultant shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by Lake County to perform the services identified herein.
2. Upon request from Lake County's custodian of public records, provide Lake County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to Lake County.
4. Upon completion of the contract, transfer, at no cost, to Lake County all public records in possession of the Consultant or keep and maintain public records required by Lake County to perform the service. If the Consultant transfers all public records to Lake County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public

records. All records stored electronically must be provided to Lake County, upon request from Lake County's custodian of public records, in a format that is compatible with the information technology systems of Lake County.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PROCUREMENT SERVICES, 352-343-9839, 315 W. MAIN STREET, TAVARES, FLORIDA 32778, bveach@lakecountyfl.gov.

17. RIGHT TO AUDIT. Lake County reserves the right to require the Consultant to submit to an audit by any auditor of Lake County's choosing. The Consultant shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Consultant shall retain all records pertaining to this Agreement and upon request make them available to Lake County for three (3) years following expiration of the Agreement. The Consultant agrees to provide such assistance as may be necessary to facilitate the review or audit by Lake County to ensure compliance with applicable accounting and financial standards.

18. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Lake County:

Lake County, Florida
David Heath
County Manager
315 West Main Street, P.O. Box 7800
Tavares, Florida 32778-7800

IF for Consultant:

Michael Fry
3312 46th Ave. S.
Minneapolis, Minnesota 55406

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

19. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

20. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

21. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

22. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

23. APPLICABLE LAW. This Agreement shall be interpreted, construed and governed by the laws of the State of Florida and venue for any legal action resulting from this Agreement shall be in a court of competent jurisdiction in and for Lake County, Florida.

24. INTERRUPTION OF SERVICE. Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edits, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

25. ASSIGNMENT. Consultant agrees that it will not assign, sell, transfer, delegate or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of Lake County. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the assignment by Lake County of this Agreement and the performance of its obligations hereunder to any successor in interest or other entity which may assume the provisions of the Animal Shelter. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

26. OTHER CONSULTANTS. Nothing herein shall be deemed to preclude Lake County from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by Consultant. Consultant shall cooperate with any other consultants retained by Lake County.

{Remainder of page left intentionally blank.}

Consulting Agreement btwn. Lake County and Michael Fry regarding Animal Services Management

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake County through its County Manager and Consultant by Michael Fry, individually.

LAKE COUNTY, FLORIDA



David C. Heath, County Manager

This 26 day of October, 2016.

Approved as to Form and Legality on
behalf of Lake County only:



Melanie Marsh, County Attorney

CONSULTANT



Michael Fry

This 20 day of October, 2016.